

# PRENUPTIAL AGREEMENT

BETWEEN:

**Party A:**

Full Legal Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

AND:

**Party B:**

Full Legal Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

## RECITALS

WHEREAS the Parties contemplate legal marriage under the laws of Alberta, Canada, and wish to establish their respective rights and obligations regarding property, debt, and financial matters in the event of separation, dissolution, or death; AND WHEREAS the Parties desire to enter into this Prenuptial Agreement to define their respective rights and obligations in a manner that is fair, legally binding, and enforceable.

## AGREEMENT

### 1. DEFINITIONS

In this Agreement, unless the context otherwise requires: (a) "Property" means all real property, personal property, assets, and financial interests owned by either Party; (b) "Debts" means all liabilities, obligations, and financial indebtedness of either Party; (c) "Separate Property" means property owned before marriage or acquired individually by gift, inheritance, or otherwise as set out herein.

### 2. DISCLOSURE

Each Party warrants that they have made a full and fair disclosure to the other of their respective assets, liabilities, and financial circumstances as reflected in the attached schedules which form part of this Agreement.

### 3. SEPARATE PROPERTY

All property owned by each Party prior to the marriage, and any property acquired individually by gift, inheritance, or in exchange for such property, shall remain the separate property of that Party, free from any claim by the other Party.

### 4. MARITAL PROPERTY

Property acquired jointly during the marriage shall be considered marital property and subject to division upon separation or dissolution, except as modified by this Agreement.

### 5. DEBTS

Each Party shall be solely responsible for their own debts incurred prior to and during the marriage, except for jointly incurred debts, which shall be the joint responsibility of both Parties.

### 6. SPOUSAL SUPPORT

The Parties agree that in the event of separation or dissolution, spousal support will be determined in accordance with the laws of Alberta and may be waived or limited by terms set out in this Agreement.

## **7. WAIVER OF CLAIMS**

Each Party releases and waives any claim against the other's separate property, income, or estate except as expressly provided herein.

## **8. EFFECT OF AGREEMENT**

This Agreement shall become effective upon the solemnization of the marriage between the Parties and shall remain in force unless otherwise mutually agreed in writing.

## **9. INDEPENDENT LEGAL ADVICE**

Both Parties acknowledge that they have had the opportunity to seek independent legal advice with respect to the terms and implications of this Agreement.

## **10. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

## **11. AMENDMENTS**

This Agreement may only be amended or revoked by written agreement signed by both Parties.

## **12. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **13. ENTIRE AGREEMENT**

This Agreement, including all attached schedules, represents the entire understanding between the Parties with respect to the matters herein and supersedes all prior agreements or understandings.

## **14. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

## **15. ATTACHMENTS**

The following schedules are incorporated herein by reference and form part of this Agreement: (i) Schedule A - Disclosure of Assets and Liabilities of Party A; (ii) Schedule B - Disclosure of Assets and Liabilities of Party B.

## **16. NOTICE**

All notices under this Agreement shall be in writing and delivered personally, by registered mail, or by electronic communication to the addresses provided by the Parties.

## **17. ACKNOWLEDGEMENT**

Each Party acknowledges that this Agreement is entered into voluntarily, without duress or undue influence, and with a full understanding of its terms and legal effect.

## **18. NO WAIVER**

Failure by either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or the right to enforce it in the future.

## **19. INTERPRETATION**

Headings are for convenience only and shall not affect the interpretation of this Agreement.

**20. REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants that they have the legal capacity to enter into this Agreement and that doing so does not violate any other agreement or legal obligation.

**PARTY A'S SIGNATURE**

**PARTY B'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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